

IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION
DIVISION

CASE NO.:

LRC ROOFING, INC., a Florida Corporation

Plaintiff,

vs.

SHORES DEVELOPMENT, INC., a Florida
Corporation

Defendant.

_____ /

COMPLAINT

COMES NOW, Plaintiff, LRC ROOFING, INC. ("LRC") by and through the undersigned counsel, files its Complaint against Defendant, SHORES DEVELOPMENT, INC. ("Shores") and in support thereof states as follows:

VENUE

1. This is an action for damages in excess of the sum of FIFTEEN THOUSAND AND NO/CENTS DOLLARS (\$15,000.00).
2. Plaintiff, LRC, is a valid Florida corporation conducting business in the State of Florida.
3. Defendant, Shores, is a valid Florida corporation conducting business in the State of Florida.
4. Venue is proper in Miami Dade County as the subject real property at issue is located in Miami Dade-County, Florida.

FACTS

5. LRC entered into an agreement with Shores to furnish labor, services, or materials related to roofing construction for multiple homes (“Original Contract”) on real property owned by Shores described in the Original Contract as Redland Ranches, Miami, FL, Renoir II Models (“Project”). The Original Contract was modified through a series of change orders and proposals (collectively with Original Contract referred to herein as “Agreement”) which were accepted and confirmed by course of conduct of the parties. A copy of the Agreement is attached hereto as composite **Exhibit A**.
6. LRC performed services in accordance with the terms of the Agreement; however, Shores failed to make the required payments.
7. The total value of the services performed by LRC under the Agreement was Six Hundred Thirty One Thousand Three Hundred and Sixty Dollars (\$631,360), of which Thirty Five Thousand Two Hundred Dollars (\$35,200) is due to LRC and remains unpaid.
8. Based on Shores’ failure to pay LRC all sums owed, LRC availed itself to Florida’s Lien Law and timely recorded a Claim of Lien pursuant to Chapter 713, Florida Statutes on or about February 26, 2018. A copy of the LRC’s Claim of Lien is attached hereto as **Exhibit B**.
9. In the instant matter, among other things, LRC seeks to foreclose on its Claim of Lien with respect to the amount owed under the Agreement, that being Thirty Five Thousand Two Hundred Dollars (\$35,200).

10. LRC has engaged the undersigned's services and agreed to pay reasonable attorneys' fees for said services.
11. All conditions precedent to the filing of this action have been met, waived and/or excused.

COUNT I - FORECLOSURE OF LIEN

12. LRC re-alleges and incorporates Paragraphs 1 through 11 as if fully set forth herein.
13. This is an action to foreclose a claim of lien arising out of the construction services performed by LRC pursuant to the Agreement.
14. Shores owns the Project upon which the work was performed known as Redland Ranches and described in Miami-Dade County Florida as:

**THE REDLANDS SEC 2 PB 99-85
LOT 3 BLK 10
LOT SIZE 33707 SQ FT
OR 13037-63 0986 2
COC 22069-4906 02 2004 2
Folio No.: 30-7906-005-0650**

**THE REDLANDS SEC 2 PB 99-85
LOT 2 BLK 9
LOT SIZE 41167 SQ FT
OR 16475-3388 0894 2 (25)
COC 22069-4904 02 2004 2
Folio No.: 30-7906-005-0450**

**THE REDLANDS SEC 2 PB 99-85
LOT 1 BLK 10
LOT SIZE 33183 SQ FT
OR 13037-63 0986 2
COC 22069-4906 02 2004 2
Folio No.: 30-7906-005-0630**

**THE REDLANDS SEC 2 PB 99-85
LOT 16 BLK 9
LOT SIZE 32305 SQ FT
OR 16475-3388 0894 2 (25)**

COC 22069-4904 02 2004 2
Folio No.: 30-7906-005-0590

and

THE REDLANDS SEC 2 PB 99-85
LOT 2 BLK 10
LOT SIZE 39834 SQ FT
OR 13037-63 0986 2
COC 22069-4906 02 2004 2
Folio No.: 30-7906-005-0640

15. LRC furnished the construction improvement services pursuant to its Agreement with Shores.
16. Shores failed to make payments to LRC in accordance with the Agreement.
17. Within ninety (90) days after the last services were furnished for the project, LRC filed a Claim of Lien against the property.
18. On February 26, 2018, LRC's Claim of Lien was recorded by the Clerk of Court for Miami Dade County, Florida, CFN 20180112621, Book 30874, Page 4401. A copy of the Claim of Lien is attached hereto as **Exhibit B**.
19. This action is being filed within one (1) year following recording of the Claim of Lien.

WHEREFORE, Plaintiff, LRC ROOFING, INC. demands judgment foreclosing on its Claim of Lien against Defendant, SHORES DEVELOPMENT, INC., and attorneys' fees and costs as provided under Florida Law.

COUNT II – BREACH OF CONTRACT

20. LRC re-alleges and incorporates Paragraphs 1 through 11 as if fully set forth herein.
21. LRC and Shores entered into a valid Agreement.

22. Shores breached the Agreement by failing to pay LRC money owed for services provided thereunder.

23. LRC suffered damages as a result of Shores' breach of the Agreement.

WHEREFORE, Plaintiff, LRC ROOFING, INC. demands judgment for breach of contract against Defendant, SHORES DEVELOPMENT, INC., and attorneys' fees as the prevailing party pursuant to paragraph 20 of the Conditions of Contract section of the Agreement, and costs as permitted by law.

Dated this 26th day of March, 2018.

Daniels, Rodriguez, Berkeley,
Daniels & Cruz P.A.
Attorneys for Plaintiff,
LRC ROOFING, INC.
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COMPOSITE EXHIBIT A

SHORE DEVELOPMENT, INC. SUB CONTRACT

SUBCONTRACTOR: LRC ROOFING INC.

JOB ADDRESS: REDLAND RANCHES

Miami, FL, 33170

ATTENTION: Graciela Reyes

EMPLOYER I.D. # OR S.S. #:

PHONE: 305-623-0988

LICENSE (TRADE & JURISDICTION):
CERTIFIED ROOFING CONTRACTOR

RECITALS

- A. Shores Development, Inc. desires LRC Roofing, Inc. ("Subcontractor") to do certain work at the Job Address pursuant to the terms and conditions of this Shores Development, Inc. Subcontract ("Subcontract");
- B. Subcontractor desires to do certain work at the Job Address pursuant to the terms and conditions of this Subcontract.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Shores Development, Inc. and Subcontractor to be supportive of this Agreement in its entirety, it is hereby agreed as follows:

1. The Subcontractor agrees to furnish all material and perform all work as described in paragraph 2 hereof at

(Insert name or description of project)

For Shores Development, Inc. at Redland Ranches- Miami, FL, Renoir II Models

(Insert location of work)

In accordance with the general conditions of the Subcontract and in accordance with the drawings, specifications and addenda thereto pertaining to the work, which drawings, specifications and addenda thereto are made part of this Subcontract. The Subcontractor acknowledges that he has examined the drawings, specifications and current addenda pertaining to the work and has visited the site to examine local conditions. No verbal orders will be allowed. All changes must be confirmed in writing.

2. The Subcontractor covenants and agrees that he will perform the work provided for by this Subcontract and further covenants and agrees that this paragraph is to form a basic guide for the work to be completed, but is not intended to cover every operation of labor and material. The material to be furnished and the work to be

See Schedule B - Scope of Work

See Schedule C - Draw Schedule List

See Schedule E - Plan List

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS SUBCONTRACT

Subcontractor represents and warrants that it will adhere to the Schedule for the work delivered to it, from time to time, by Shores Development, Inc. (except to the extent of any permitted extensions of time), and acknowledges and agrees that the failure of Subcontractor to adhere to such progress schedule shall be a default of Subcontractor hereunder.

This Subcontract consists of multiple pages and any addenda attached hereto.

3. (A) Shores Development, Inc. agrees to pay the sum of: (See Draw Schedule) Dollars (\$)
for the work described in paragraph 2 hereof which sum includes all taxes on all work performed by the Subcontractor, all payments to be made by the Subcontractor to his subcontractors, all expenditures for all wages and salaries to employees, all materials used, Workers' Compensation Act deductions, unemployment insurance deductions, all similar and necessary payments together with each and every cost, charge or matter properly and usually incident to and part of the work including payments for permits, licenses, fees, bond premiums, etc., as shown or intended in the plans, specifications and current or further addenda thereto.

(B) Payment, unless otherwise provided herein, shall be made on the basis of invoices supported by completion invoices submitted by the Subcontractor to and approved by Shores Development, Inc. on the 10th of each month. Sums will be payable on the 25th of the month respectively, provided invoices are timely submitted as provided herein. All payments will be less the holdback as retention provided elsewhere in this Subcontract.

(C) Upon receipt of payment, Subcontractor agrees to provide Shores Development, Inc. with suitable releases of lien as required by Shores Development, Inc. from any and all suppliers and subcontractors.

(D) Shores Development, Inc. shall retain, unless otherwise provided herein, 10% of the sums otherwise payable under paragraph 3 hereof until 60 days after completion of the work in full, and the approval of and acceptance by Shores Development, Inc., and the receipt by Shores Development, Inc. of releases of liens from Subcontractor, its subcontractors and suppliers in accordance with the Mechanics' Lien Law of the State of Florida.

4. In order for this Subcontract to be valid, Subcontractor must do the following:

A. Sign this page and initial all other pages.

B. Return, within five (5) days, certificates of Insurance, in form as required herein, to Shores Development, Inc.

C. All correspondence, etc., concerning this Subcontract should contain the project name and description and this Subcontract number.

ACCEPTANCE

LRC Roofing, Inc.

By: Celt

Name: GRACIELA REYES

Title: VP

Date: 5/17/13

SHORES DEVELOPMENT, INC.

By: _____

Name: _____

Date: _____

PAYMENTS MAY BE WITHHELD UNTIL SIGNED SUBCONTRACT, LICENSE, INSURANCE CERTIFICATES AND BOND (WHEN REQUIRED) ARE RECEIVED.

CONDITIONS OF SUBCONTRACT

1. Subcontractor warrants that all materials furnished by Subcontractor hereunder shall be new and free from any defects and all work performed by Subcontractor shall be properly performed in a workmanlike manner. Subcontractor warrants the fitness and merchantability of all materials installed and work performed for the period provided and in the manner set forth in paragraph 24 below. Should any defect or fault develop in connection with any work performed by Subcontractor, Subcontractor shall remedy any such defect or defects promptly and completely without further charge. Subcontractor agrees and guarantees that all labor and materials provided by it will satisfy the requirements of each of the following: (a) Architect's Plans and Specifications; (b) Florida Building Code; (c) County codes and regulations and all other applicable local, state and federal codes and regulations, including FHA and VA regulations, if required; and (d) all inspection requirements and inspections. Subcontractor warrants that it is familiar with each of the above before having submitted its proposal for the Work covered under this Subcontract.
2. Shores Development, Inc. will determine when Subcontractor is to commence fieldwork and Subcontractor shall promptly commence such work, upon such request.
3. Subcontractor agrees to visit the site immediately prior to commencing work to examine the status of prior trades' work.
4. Subcontractor shall submit for review by Shores Development, Inc. all shop drawings and samples as required by Shores Development, Inc.
5. It is hereby specifically agreed that Subcontractor shall not sublet, assign, or transfer this Subcontract or any part hereof or any amounts due or to become due hereunder, without the prior written consent of Shores Development, Inc. Such action is in violation of the terms hereof shall be a default hereunder.
6. Subcontractor shall within twenty-four (24) hours after receiving written notice from Shores Development Inc. to proceed to take down all portions of the work and remove from the grounds and buildings all material whether worked or unworked which Shores Development, Inc. deems as unsound or which in any way fails to conform to the plans and specifications or which shall fail inspection, and Subcontractor shall reconstruct and replace all such work and materials so condemned and all other work damaged or destroyed in the replacement or reconstruction of such condemned work. All work, including but not limited to, cutting, patching, digging and backfilling is the responsibility and the expense of Subcontractor and restoration must be to what is specified in the plans and specifications. Material replacement shall be at Subcontractor's cost and expense whether or not original material was provided by Subcontractor or Shores Development, Inc. In carrying out this work, Subcontractor shall take necessary precautions to protect the finished work of other trades from damages caused by his operations.
7. Prior to Subcontractor commencing any work or services, Subcontractor shall provide Shores Development, Inc. with evidence that Subcontractor carries general liability insurance, workers compensation insurance, and if motor vehicles are to be used by Subcontractor, automobile liability and property damage insurance. Subcontractor shall provide Shores Development, Inc. with a certificate of insurance and additional insured endorsements naming Shores Development, Inc. and Land Baron II, LLC as an additional named insured on all such policies. Subcontractor will further provide certificates of insurance and additional insured endorsements, on an annual basis, which name Shores Development, Inc. and Land Baron II, LLC as an additional named insured, through the applicable statute of limitations that a construction defect suit can properly be filed. Such insurance certificates must provide that the insurance will not be cancelled or changed prior to at least thirty (30) days after written notice of such cancellation or change has been mailed to Shores Development, Inc. The coverage in favor of Shores Development, Inc., and Land Baron II, LLC as a named additional insured, shall be at least \$1 million combined single limit per occurrence and \$1 million in the general aggregate, providing for coverage for completed operations, products liability, and contractual liability. The insurance carriers must be "A minus" rated or better in the most current issue of Best's Insurance Reports and said carrier is licensed to do business in the State of Florida. If Subcontractor shall subcontract any of his work to a third party (after obtaining the requisite consent from Shores Development, Inc.), he agrees to obtain proof that the third party carries insurance as required herein. An acknowledgement, on an attached insurance certificate of such insurance from companies issuing same, shall accompany and become a part of this Subcontract, and shall be provided to Shores Development, Inc. prior to commencement of work hereunder. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by Subcontractor under this Subcontract.
8. The work performed by Subcontractor shall be at its own risk. Accordingly, Subcontractor hereby agrees to defend, save and indemnify and hold harmless Shores Development, Inc. of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity for, upon or by reason of any matter, cause or thing whatsoever, including, but not limited to accidents or injuries (including death) to persons or property occasioned by the action of Subcontract, his agents, or employees, whether or not occasioned by negligence or non-negligence of Subcontractor, his agents, or employees, whether or not occasioned by the negligence of said Subcontractor or his agents or employees and whether or not insured and whether or not jointly caused by any third party, including Shores Development, Inc., or any other person or persons. Subcontractor will defend any and all suits that may be brought against Shores Development, Inc. on account of any such indemnified matters (in any forum, including arbitration) and will make good and reimbursement for any expenditure's by Shores Development, Inc. by reason of such indemnified matters. Any subcontractor of Subcontractor shall be deemed an "agent or employee" of Subcontractor. Subcontractor agrees as well (for the consideration recited above) to defend, hold harmless and indemnify Shores Development, Inc. from and against all liability resulting from any violations by Subcontractor, its agents, employees and/or subcontractors of any federal, state or local statute, ordinance or regulation (including OSHA) which sets work and/or safety standards and/or conditions.
9. Subcontractor agrees to waive any and all tort or other subrogation rights for property damage or bodily injury against Shores Development, Inc. arising directly or indirectly out of, relating to, or in connection with the performance of this subcontract.
10. Subcontractor shall not delay, hinder or interfere with the performance on the job by others in any manner whatever, including interference by picketing, or refusing to work with other trades or refusing to work as a result of the picketing of others. Failure to comply with these provisions shall be deemed a material breach of the terms and conditions of this Subcontract and Subcontractor shall be liable for all damage to Shores Development, Inc. for such breach, including those damages resulting directly or indirectly from the inability of other subcontractors or trades to timely perform pursuant to their contracts.

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CONDITIONS OF CONTRACT

11. Subcontractor hereby agrees to turn said work over to Shores Development, Inc. in good condition and free and clear from all claims, encumbrances and liens, for labor or material or both, and to defend, protect and hold harmless Shores Development, Inc. from all claims, encumbrances and liens growing out of the performance of this Subcontract and in the event of the failure of Subcontractor during the progress of said work or at any time thereafter to pay for all materials and labor used in the prosecution of said work, Shores Development, Inc. may, at its option and without notice to Subcontractor prior thereto, pay all such claims for labor and materials and charge the amounts including attorneys' fees and costs, on behalf of said Subcontractor. Shores Development, Inc. may, at its option, pay any amounts owed to Subcontractor by joint check payable to Subcontractor and its suppliers and/or subcontractors. Any notice received by Shores Development, Inc. that Subcontractor has failed to timely pay any material, equipment and/or payroll expenses, including all appropriate withholding taxes, shall be deemed an event of default which must be cured by Subcontractor within three (3) days after notice by Shores Development, Inc. Any lien placed on the Property by Subcontractor or Subcontractor's suppliers or subcontractors must be removed by Subcontractor, at Subcontractor's sole cost and expense, by transfer to bond or otherwise within seven (7) days of the filing thereof, or shall be considered a default hereunder. In the event Shores Development, Inc. is sued for monies due from Subcontractor by any person, firm or corporation employed by or furnishing materials to or for Subcontractor under this Subcontract, Subcontractor will, at its own expense (including attorneys' fees), defend such suits and pay any judgment or lien. Subcontractor further agrees to furnish as often as reasonably requested by Shores Development, Inc., affidavits, waivers and satisfactions of liens under the Mechanics' Lien Law. Payment may be withheld by Shores Development, Inc. until Subcontractor submits evidence satisfactory to Shores Development, Inc. that all known indebtedness in connection with the Subcontractor's work, including, but not limited to, all payroll tax, material and equipment expenses have been fully satisfied, and released (if a lien was filed).
12. The parties further agree that no payment under this Subcontract shall be conclusive evidence of the performance of this Subcontract, either in whole or in part, and that no payment shall be construed to be an acceptance of defective work or improper or defective materials.
13. Subcontractor shall remove from the Property, as often as necessary, and, in any case when directed by Shores Development, Inc., all rubbish, debris and surplus material which may accumulate from the work covered by this Subcontract and leave the Property in "broom swept" condition.
14. Subcontractor hereby agrees to procure, and pay for, all necessary governmental permits and licenses to carry on the work covered by this Subcontract in conformity with all of the laws of the State of Florida and all the ordinances of the county or other jurisdiction in which the work is to be performed.
15. In the event Shores Development, Inc.'s machinery and/or equipment is used by Subcontractor in the performance of the work called for by this Subcontract, such machinery and/or equipment shall be considered as being under the sole custody and control of Subcontractor during the period of such use by Subcontractor, and any person or persons employed by Shores Development, Inc. used to operate said machinery and/or equipment, during the period of such use, shall be deemed to be Subcontractor's employee.
16. If Subcontractor abandons his work hereunder, Shores Development, Inc. may give written notice to proceed, and, if Subcontractor does not return to such work within twenty-four (24) hours after such notice, or if Subcontractor shall otherwise default under this Subcontract, Shores Development, Inc., at its option may terminate this Subcontract, and Shores Development, Inc. shall have the right to employ a different subcontractor to complete such abandoned or defaulted work. Should Shores Development, Inc. employ a substitute subcontractor, Shores Development, Inc. shall deduct from the amount otherwise payable to Subcontractor the amount it pays to such substituted subcontractor for completion of such work. Shores Development, Inc. shall also be at liberty to enter on the Property and take possession of, for the purpose of completing the work included in this Subcontract, all materials, supplies, equipment, tools and appliances thereon, and to employ any other subcontractor to finish the work, and to provide materials, equipment, tools, appliances and supplies therefore. Subcontractor hereby assigns transfers and sets over unto Shores Development, Inc. any and all materials, equipment, tools, appliances, supplies and all permits for the work obtained from governmental authorities whether located on, about, under or near or any or all in connection with the Property. In case of such termination of this Subcontract with Subcontractor, Subcontractor shall not be entitled to receive any further payment under this Subcontract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses, losses and damages incurred by Shores Development, Inc., then the expense incurred by Shores Development, Inc. shall include without limitation, the cost of furnishing supplies, tools, equipment, appliances and materials and overhead in the amount of 18%. If Shores Development, Inc. pays to such substituted subcontractor a sum which, when added to payments previously paid to Subcontractor, amounts to more than the total amount to be paid by Shores Development, Inc. to Subcontractor under the terms hereof, Subcontractor shall be obligated to pay, as liquidated and agreed upon damages, and not as a penalty, and shall pay to Shores Development, Inc. the excess of such amount over the original Subcontract amount, plus Shores Development, Inc.'s reasonable attorneys' fees and/or court costs if Subcontractor is in default hereunder.
17. Subcontractor shall be responsible for any damage, theft, vandalism or mysterious disappearance of its own equipment and materials from the time such equipment and materials are placed on the construction premises. Materials placed on the jobsite by Subcontractor shall be the risk of Subcontractor until said materials are incorporated in the Building. If Subcontractor is being furnished materials by Shores Development, Inc., Subcontractor shall give Shores Development, Inc. a minimum of forty-eight (48) hours prior written notice for required specific delivery time. After delivery, all responsibility and expense for loss, damage, vandalism, mysterious disappearance or misuse of the materials shall be Subcontractors. All losses and expenses may be deducted from amounts owed to Subcontractor by Shores Development, Inc. under this Subcontract, or otherwise. Subcontractor is to insure his own risk in and about the jobsite.
18. If this Subcontract or the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, Subcontractor shall give Shores Development, Inc. timely notice of readiness for inspection and the date arranged for inspections so that Shores Development, Inc. may observe such inspection, testing or approval. Subcontractor shall bear all the costs and expenses of such inspection.
19. The requirements of the governmental jurisdiction in which the work is to be performed will prevail over any errors or omissions in said plans.

CONDITIONS OF CONTRACT

20. In the event it is necessary for Shores Development, Inc. to retain an attorney by reason of Subcontractor's breach or default under this Subcontract or Subcontractor's failure to pay monies owed to Shores Development, Inc. or others, whether or not litigation is instituted, then and in such event Subcontractor shall be liable to Shores Development, Inc. for all attorneys' fees (including appeal), court costs and related expenses, (including the cost of bonds and recording costs) incurred by Shores Development, Inc.

21. Shores Development, Inc. may deduct from amounts owed to Subcontractor (as an offset) any amounts owed to Shores Development, Inc., resulting from Subcontractor's failure to comply with this Subcontract or otherwise.

22. Subcontractor grants Shores Development, Inc. the right to make periodic visits to Subcontractor's plant or the Property for inspection of material and/or to determine actual progress of manufacture.

23. Subcontractor warrants that the equipment and/or materials furnished pursuant to this Subcontract do not infringe upon any patent registered trademark or copyright, and agrees to hold Shores Development, Inc. as owner of the Property for which such equipment and/or material is furnished harmless in the event of any infringement or claim thereof. Subcontractor guarantees that equipment and/or material furnished to Shores Development, Inc. hereunder shall be new merchandise, free from any and all defects of material and manufacturing. Subcontractor agrees that should any defect exist with relation to any such merchandise purchased by Shores Development, Inc., Subcontractor will, notwithstanding the fact that payment in full for said merchandise has or has not been made by Shores Development, Inc., remedy said defect, and, if necessary, replace such merchandise with new merchandise, free from any defects. Subcontractor agrees to defend, indemnify and hold Shores Development, Inc. harmless for any and all costs and losses incurred as a result of any defects in such equipment and/or material sold to Shores Development, Inc. by Subcontractor.

24. Subcontractor hereby grants to Shores Development, Inc. an implied warranty of fitness as to the work performed or materials supplied pursuant to this Subcontract (a) for a period of 5 years from the later of the date of completion of construction of the Building or improvement, or from the closing of the sale of the unit in which the material was installed or the work performed, a warranty as to the roof and structural components of the Building or improvement and mechanical, electrical and plumbing elements servicing the building or improvement and (b) for a period of 1 year from the later of the completion of all construction or the closing of the sale of the unit which the material was installed or work performed, a warranty as to all other material and improvements.

25. The parties hereto acknowledge and agree that Shores Development, Inc. is in no way connected with the actual performances of this Subcontract by Subcontractor, the employment of labor or the incurring of other expenses; that Subcontractor is in fact an independent subcontractor in the performance of each and every party of this Subcontract and is solely and personally liable for all work required hereunder, including all materials, labor and expenses, in connection therewith, and for any and all damages which may be occasioned on account of this Subcontract, whether same be for personal injuries or damages of any other kind. It is agreed that nothing in this Subcontract shall be considered to create the relationship of employer and employee, partnership or agency between the parties hereto. Subcontractor is and shall at all times be deemed an independent subcontractor.

26. All notices and demands required or permitted to be given or served pursuant to this Subcontract shall be deemed to have been given and served only if forwarded in writing by registered or certified mail, postage prepaid, and addressed to the respective parties at the addresses set forth herein above. Provided, however, that notices and demands may also be given orally, by person or by the telephone including facsimile and shall be deemed given only if followed by written confirmation as provided for herein within 5 days thereafter. Such addresses may be changed from time to time by either party serving notice as above provided.

27. This Subcontract and any instruments described herein contain all of the terms and conditions agreed on by the parties hereto and no other agreements, instruments, papers, or otherwise, respecting the subject matter of this Subcontract, shall be deemed to exist or to bind the parties hereto.

28. The provisions of this Subcontract are severable, if any provision of this Subcontract is declared as illegal or unenforceable, this Subcontract still be construed as though such provision were not included herein.

29. Subcontractor agrees to comply with the Fair Labor Standards Act, as amended, including with respect to minimum wage, extra time paid, overtime paid and hours worked by employees. Furthermore, Subcontractor shall not and agrees not to permit any of its employees to work anymore than forty (40) hours per week on the job site without Shores Development, Inc.'s written approval. Subcontractor will be responsible for compliance with the requirements of Prevailing Wage Rate Schedule and Equal Opportunity of Employment if they are applicable to the Project. As part of the consideration of the Shores Development, Inc. entering into this Subcontract, the Subcontractor hereby covenants and agrees to faithfully observe and to carry out all of the local, Florida and federal laws, rules, codes and regulations as well as all of the safety and other requirements of both the Florida Industrial Commission and the Federal Government's Occupational Safety and Health Act, as any of same may be amended from time to time, so as to protect, defend, hold and save harmless Shores Development, Inc. from any and all damages, fines, penalties, losses, court costs and attorneys' fees as a result of any breach, failure, default and/or violation by Subcontractor, his agents, employees, persons in contract with Subcontractor and/or assigns for failure to faithfully observe and/or carry out said covenant and agreement. Subcontractor acknowledges that it is an equal opportunity employer, and does not discriminate on the basis of race, religion, gender, national origin or with respect to the disabled.

SCHEDULE B SCOPE OF WORK ROOFING

All work to be done as per plans by Architects; Municipal approved drawings; the Florida Building Code and Manufacturers recommendations. Provide all necessary labor, permits, equipment, roof papers, cement tiles, flashings, etc. for the proper execution and completion of the work including, but not limited to the following

1. Provide and install cement tile at Owner's request. Delivery, storage, installation of tile must follow Manufacturer's recommendations.
2. Roofer to match existing Estate Mansion's Style and Color for Owner/Contractor selection to be used.
3. Subcontractor shall use the (screw) nail-on system, installation as required by code.
4. Proper screws /nails and screw/nail gun shall be used as approved South Florida Building Code, City Code and Tile Manufacturer's Spec's.
5. Nail and tin cap one layer of 30lb Base felt as per code.)
6. Supply and install 3 x 3 inch galvanized iron drip edge at eaves and gables. Set same in mastic and seal with mastic.
7. Supply and install 26 gauge galvanized iron metal L flashing and stucco stops in all returns. Set in mastic, seal with mastic and membrane.
8. Supply and ~~install~~ ^{install Polystick TU Plus tile underlayment self-adhered as per Manufacturer's recommendations.} ~~install on one layer 90 lb mineral surfaced slate felt set in hot asphalt. Back nail slate felt.~~
9. Install flashing at plumbing vents and other protrusions.
10. Supply and install 16-inch wide, 26 gauge galvanized iron metal in valleys. Set in mastic, seal with mastic and membrane.
11. Supply and Install roof tile.
12. Clean-up and remove roofing trash to a designated area on job site.
13. Provide (3) three year warranty against leaks due to faulty workmanship or materials.
14. Remove excess asphalt from drip edges at all eaves and gables.
15. Subcontractor shall patch his own work. Penetrations made by or for the Subcontractor shall be patched by the Subcontractor and made ready for final finish.
16. Subcontractor agrees to do all cutting, fitting and patching of work that may be required to make the several parts come together properly.
17. Subcontractor shall perform all punch out, final testing and final adjustments for his work.
18. Subcontractor shall paint all roof penetrations to match roof tile.
19. Subcontractor will exercise caution while work is in progress to avoid damage to any adjacent properties and other workers around the area. Subcontractor will use temporary orange mesh to designate an area approximately 50 square feet in size, in front and in the rear of the house if necessary, as the target area for dispensing of the roof tile from the roof. All roof tile thrown from the roof must land with-in the orange' mesh designated area. If Subcontractor does not adhere to this strictly there will be a one hundred dollar (\$100.00) fine levied to Subcontractor per violation.
20. Subcontractor shall be responsible to clean and excess material that may come in contact with adjacent units under construction or occupied.
21. Subcontractor shall furnish and install roof vents as required using roof tile vent system, if applicable.

Shores Development, Inc. /Date

Celt / 5/17/13
LRC Roofing, Inc. / Date

Safety and Job Site Guidelines

All work to be done as per these safety rules and jobsite guidelines including, but not limited to the following:

- 1) Hours of Work are Monday thru Friday 7:30 am to 7:00 pm, Saturday and Sunday 8:30 am to 6:00 pm.
- 2) No Work will be allowed on the following Holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.
- 3) **Hardhats must be worn at all times around construction areas. This includes all subcontractors, vendors, employees, and suppliers.**
- 4) All subcontractors, vendors, suppliers, and employees must follow and comply with all OSHA and Shores Development, Inc. Safety rules and regulations.
- 5) All subcontractors, vendors, and suppliers must submit Material Safety Data Sheets to a Shores Development, Inc. representative before they receive their first check, otherwise the check will be held until the representative receives this paperwork.
- 6) All accidents and injuries must be reported to a Shores Development, Inc. representative right away. Reports made after 24 hours of incident is unacceptable.
- 7) All subcontractors must submit a copy of their safety program to the Shores Development, Inc. representative.
- 8) All workers will comply with OSHA SAFETY STANDARDS and manufacture's safety standards when operating power tools and equipment, handling materials, handling chemicals, etc. (examples: gloves, goggles, ear plugs)
- 9) Shell and Roof contractors must supply the Shores Development, Inc. representative with a copy of their Fall Protection Program.
- 10) Shores Development, Inc. representative will be Issuing citations for any safety or jobsite rule infractions. A fine of \$50 will be Incorporated with each infraction. The fines will be subtracted from the subcontractor's or vendor's check and will be their responsibility to recover the monies from their subcontractor or employee that citation pertained to.
- 11) Any person/subcontractor employee with 3 repetitive citations will be expelled from the jobsite permanently.
- 12) Use of water or electricity from a homeowner house is not permitted and will result in an automatic citation and fine.
- 13) Parking in driveways is not permitted and will result in citation and fine.
- 14) Parking is a problem we will all have to contend with. All workers will have to drop their tools and equipment off at work area and then park their vehicle in an empty lot or guest parking. Parking violations will be enforced with citations and fines.
- 15) Subcontractors, suppliers, and vendors will consult with a Shores Development, Inc. representative for an approved location to drop materials.
- 16) Shores Development, Inc. is not responsible for any thefts of material, equipment, tools, etc.
- 17) It is expected that all subcontractors work together concerning needed repairs due to damage from another trade. It is normal that some repairs are needed to be done by one trade due to another trade, but everything normally works out in the end. Owner will not issue work orders unless the deemed work is over and beyond what the Shores Development, Inc. representative considers to be within reason. As policy Shores Development, Inc. will not support the practice of Subcontractors Back-charging other Subcontractors on the jobsite. If the Shores Development, Inc. representative issues a work order, the company at fault will have the monies that are billed to the Shores Development, Inc. for said repairs subtracted from their check. Subcontractors, vendors, suppliers, workers, and employees will protect others work that has been completed while working in that area. Common Sense must be used. (examples: placing a piece of cardboard on a countertop before putting tools on top, using drop cloths when painting inside or outside completed units, protecting sidewalks and brick pavers when working around or on top of them, protecting the interior of a cabinet while hooking up the plumbing, etc.)
- 18) Subcontractors will clean up food wrappers, bags, plate's food, bottles, cans, cups etc. after they are done eating and place refuse in a dumpster or designated area. If lunch and break time clean up is not adhered to an infraction will result and a fine and will be applied to all parties working in that area that day whether at fault or not.
- 19) All subcontractors, workers, vendors, and employees must clean up their work areas on a daily basis. When work is completed all debris must be placed in a dumpster and the floors broom swept leaving a clean and safe work area for the next trade. Clean up also includes removing any debris from the metal tracks of the walls.

SCHEDULE B 1
GENERAL SCOPE OF WORK
Safety and Job Site Guidelines

- 20) Shores Development, Inc. representative to supply water source. It is not permitted in any circumstance to hook up to a water service line in a meter box.
- 21) Do not block the streets with your vehicles to talk to each other, have respect for the next person and the homeowner's. Do not block the streets from letting traffic thru unless authorized by a Shores Development, Inc. representative. If you expect traffic congestion due to the work you are performing, you must have a company representative from your company on location directing traffic to avoid any incidents.
- 22) All completed work must be inspected and approved by a Shores Development, Inc. representative before payment is approved.
- 23) All extra work requires authorization from a Shores Development, Inc. representative along with a purchase order from same. You will not be paid unless you submit an approved purchase order along with your bill.
- 24) No work or side jobs for any homeowners on the jobsite are allowed by any subcontractor, workers, vendors, or employees, unless authorized by a Shores Development Inc representative in writing with HOA approval.
- 25) Subcontractors are responsible for notifying their people and or there subcontractors that they need to be equipped to work on the job site as per O.S.H.A. regulations and Shores Development, Inc. Safety guidelines
- 26) Each subcontractor is responsible for policing their own crews concerning safety issues. Each subcontractor is responsible to supply their crews O.S.H.A. standard safety equipment that applies to their trade. I.e.: safety glasses, hard hats, noise protection, proper foot ware, hand protection, respirators, safety railings on scaffolds, etc.
- 27) ALL tools, electrical equipment and extension cords must meet O.S.H.A. standards. All gas powered compressors and generators are to be in good working condition and inspected regularly. Gas cans are to be of O.S.H.A. standards and stored properly.
- 28) ALL heavy equipment is to be in good working condition and must comply with O.S.H.A. standards as far as back-up lighting and alarms, the cages must be intact and meet O.S.H.A. standards.
- 29) Fall protection plans must be submitted to Shores Development, Inc. and adhered to by each applicable subcontractor.
- 30) Ladders are to meet O.S.H.A. and to be used as per O.S.H.A. regulations. Scaffolding, bucket lifts, etc. must be in good condition and installed as per O.S.H.A. standards and regulations.
- 31) All primary subcontractors will be held responsible for repeated infractions by their employee's and subcontracted crews
- 32) Shores Development Inc. representatives will be enforcing safety violations by Issuing written citations and fines. All primary subcontractors will be held responsible to pay any fines issued against their employee's and/or subcontracted crews. Fines implemented will be subtracted from the primary subcontractor's check and will be their responsibility to collect the monies from their internal crews and subcontractors.
- 33) All safety guard rails removed by subcontractor will be put back in place by the same subcontractor at the completion of the work day. If not, Shores Development, Inc. will replace guard rails and charge subcontractor for their labor.
- 34) All primary subcontractors and suppliers are required to submit Material Safety Data Sheets to Shores Development Inc. for all materials, chemicals, and adhesives used during any part of the home building process. Primary contractors or suppliers first check will be held until this information along with a copy of primary subcontractor's safety program is received by Shores Development Inc.
- 35) All accidents / injuries must be reported to a Shores Development, Inc. representative as soon as possible.
- 36) All subcontractors are responsible for daily clean up the subcontractor shall clean and remove from the premises all dirt or debris caused by the execution of the Work included in this Agreement and leave the premises broom clean. All dirt and debris to be removed shall be placed where directed by Shores Development, Inc. representative. Should the subcontractor refuse or fail to remove its dirt or debris. Shores Development, Inc. may remove it and charge the cost to the subcontractor. Subcontractor further agrees that it will not throw any debris into nearby waterways. Any costs of cleanup and any time spent by the Shores Development, Inc. personnel and/or equipment in removing any of this debris will be charged directly to the subcontractor. Subcontractor shall not create any fires or burn piles at or around the job site.
- 37) Subcontractor shall protect all sidewalks and driveways and agrees not to drive a vehicle across any of the sidewalks or onto any driveways of any home under construction. Any subcontractor who damages sidewalks or driveways will be liable for all damages and will be charged for all repairs.

SCHEDULE "C"

DRAW SCHEDULE

PAYMENT UPON COMPLETION AND ACCEPTANCE BY SHORES DEVELOPMENT, INC.,

The following procedure must be adhered to for timely payment of invoices:

1. The progress vouchers will be filled in by you and countersigned by one of our superintendents. This is ABSOLUTELY necessary if payment is to be made.
2. Submit all invoices **with signed progress vouchers attached**, for work completed up to and including the 10th of the month. Checks will be issued on all approved work on the 25th of the month, respectively.
3. Invoices should show billings for only **one phase or draw** at a time. Do not put two or three phases or draws on one invoice and/or progress voucher.
4. Extra work - there should be no "EXTRA WORK".
5. IMPORTANT: Any invoice not backed up by a Contract Number, Purchase Order Number and/or any other appropriate detail will be immediately returned to the vendor for correction to be **re-submitted the following week for payment**.
6. RELEASE OF HOLDBACK: An invoice stating amount of holdback or final draw is eligible for payment 60 days after the contract has been 100% completed by you and approved Shores Development, Inc.

ALL VOUCHERS AND INVOICES MUST BE LEGIBLE.

AGREED TO AND ACCEPTED BY:

LRC Roofing, Inc.

Shores Development, Inc.

By: _____

Graciela Reyes

Name: _____

GRACIELA REYES

Title: _____

VP

Date: _____

5/17/13

By: _____

Name: _____

SCHEDULE C-1

As your company's professional services may be requested and required to perform work above and beyond this contractual Scope of Work, mutually satisfactory remuneration rates/amounts must be included as part of this Subcontract. These rates/amounts, as shown below, shall be used when extra work, change orders or to calculate charges and credits for work which may or may not be included in this Scope of Work. Mark items that do not apply to your trade with N/A (not applicable). Any attached standard company price lists shall comply with requirements below.

Hourly rates for labor shall include all markup, overhead, insurance, worker's compensation and any other cost required in the hourly rate. Material markup rates shall be based upon actual material invoice cost plus percentage listed below. Hourly rates for equipment shall include any and all costs necessary to transport, setup, operate, service and markup for the equipment on the list below. List any minimums (time or rate) that may apply. Other costs shall include any other miscellaneous costs in addition to those listed above which are required to perform required work.

PAYMENT UPON COMPLETION AND ACCEPTANCE BY SHORES DEVELOPMENT, INC.

SCHEDULE C-1		
UNIT PRICE LIST		
CATEGORY	DESCRIPTION	PRICE
Labor	Hourly rates:	
	Skilled Labor	\$ -
	Unskilled	\$ -
	Other:	\$ -
	Other:	\$ -
Materials	Percentage of markup on material cost	%
Equipment	Hourly Rate for Equipment: (list below)	
		\$ -
		\$ -
		\$ -
		\$ -
Other	Miscellaneous Costs: (list below)	
		\$ -
		\$ -
		\$ -
		\$ -

ALL VOUCHERS MUST BE LEGIBLE.

AGREED TO AND ACCEPTED BY:

LRC Roofing, Inc.

Shores Development, Inc.

By: Gult

By: _____

Name: GRACIELA REYES

Name: _____

Title: VP

Date: 5/17/13

Schedule C Draw Schedule Redland Ranches

Model Type	Roofing									
	Master List	Total	25%	Dry In	25%	Hot Mop	25%	Load Tile	25%	Final
Renoir II 2 Car Garage		15,000		3,750		3,750		3,750		3,750
Renoir II-2 Car w/Porte Cochere		18,100		4,525		4,525		4,525		4,525
Renoir II-3 Car Garage		16,000		4,000		4,000		4,000		4,000
Renoir II-3 Car w/Porte Cochere		18,800		4,700		4,700		4,700		4,700
TOTALS		\$67,900		\$16,975		\$16,975		\$16,975		\$16,975

Schedule C Draw Schedule Redland Ranches

Model Type	Roofing									
	Master List	Total	25%	Dry in	25%	Hot Mop	25%	Load Tile	25%	Final
Renoir II-2 Car Garage		15,000		3,750		3,750		3,750		3,750
Renoir II-2 Car w/Porte Cochere		18,100		4,525		4,525		4,525		4,525
Renoir II-3 Car Garage		16,000		4,000		4,000		4,000		4,000
Renoir II-3 Car w/Porte Cochere		18,800		4,700		4,700		4,700		4,700
TOTALS		\$67,900		\$16,975		\$16,975		\$16,975		\$16,975

GR



License & Insured
CCC1329226

18925 NW 63rd Court Cir.
Hialeah, Florida 33015
PH: (305) 623-0988
FX: (305) 623-0981
lrcroofinginc@gmail.com

Customer:
Shores Development Inc.
277 Galeon Court
Coral Gables, FL 33143
Ph: 786-377-3992 Fx: 786-601-7177
Attn: Valerio Cerron

Date: 11/13/2013
Job Address: Redland Ranches.

Proposal: 1306

Revised

Scope of Work and Specifications

Residential New Tile Roof

1. Clean deck to a workable condition.
2. Install base sheet felt #30 mechanically fastened with RS nail and tin caps.
3. Install galvanized drip edge 3"x3" 26 ga. metal fastened with RS nails.
4. Install L flashing and stucco stop properly seal with roofing membrane.
5. Install galvanized metal valley 26 ga.
6. Install tile underlayment Polystick Tu Plus self-adhered as per manufactures recommendations.
7. Install lead stacks around vent stacks and properly seal with roofing membrane.
8. Install Hacienda double roll concrete roof tile with Nail-On System.
9. Do not included Electrical, Plumbing, Paint or Carpentry Work.

3 YEAR WARRANTY ON WORKMANSHIP AND MATERIALS

We agreed to provide all necessary labor, roof materials, equipment and insurance for the proper execution and completion of the work in accordance with the above specifications for the sum of:

Renoir II 2 car garage	\$15,600.00	(Fifteen Thousand Six Hundred Dollars)
Renoir II 2 car garage With porte cochere	\$18,800.00	(Eighteen Thousand Eight Hundred Dollars)
Renoir II 3 car garage	\$16,700.00	(Sixteen Thousand Seven Hundred Dollars)
Renoir II 3 car garage	\$19,400.00	(Nineteen Thousand Four Hundred Dollars)

With porte cochere

Payment Terms:

- 25% at dry in.
- 25% at tile underlayment installation.
- 25% upon roof tiles delivery.
- 25% upon completion.

Additional Terms and Conditions:

- a. The only work to be performed and warranty is as describe in this contract. This warranty is not transferable and is not subject to alterations, except by written agreement.
- b. LRC Roofing Inc. has the right to cancel any warranties issued if work has been done or attempted to be done by other contractor.
- c. LRC Roofing Inc. does not cover against damage or leaks due to abuse, lightning, fire, hurricane, tornado, acts of God or any event beyond our control.
- d. This contract does not include the removal and reinstallation of any unit that may be attached to the roof in any way.
- e. Any interruption demanded by owner or owner's agent will be billed according to time and materials used; and such costs shall be due and payable upon received of bill.
- f. Any unpaid balance will be void the warranty on this contract.
- g. In the event of payment not made as specified on contract, cost of collection including all attorneys' fees, court cost, and collection agency fees are to be paid by owner or owner's agent.
- h. All work is to be done as per Florida Building Code and Manufacturer's recommendations.

Acceptance of Proposal:

The above specifications, price and conditions are satisfactory and hereby accepted by:

Shores Development Inc.

Name: Valerio Connor

Signature: 



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CCC1329226

18925 NW 63rd Court Cir.
Hialeah, Florida 33015
PH: (305) 623-0988
FX: (305) 623-0981
lrcroofinginc@gmail.com

Customer:

Shores Development Inc.
277 Galeon Court
Coral Gables, FL 33143
Ph: 786-377-3992 Fx: 786-601-7177
Attn: Robert Newcomb

Date: 5/19/16

Job Address: Renoir Models.

Proposal: 10-2016

Scope of Work and Specifications

Residential New Tile Roof

1. Clean deck to a workable condition.
2. Install base sheet felt #30 mechanically fastened with RS nail and tin caps.
3. Install galvanized drip edge 3"x3" 26 ga. metal fastened with RS nails.
4. Install L flashing and stucco stop properly seal with roofing membrane.
5. Install galvanized metal valley 26 ga.
6. Install tile underlayment self-adhered as per manufactures recommendations.
7. Install lead stacks around vent stacks and properly seal with roofing membrane.
8. Install Hacienda double roll concrete roof tile with Nail-On System.
9. Do not included Electrical, Plumbing, Paint or Carpentry Work.

3 YEAR WARRANTY ON WORKMANSHIP AND MATERIALS

We agreed to provide all necessary permits, labor, roof materials, equipment and insurance for the proper execution and completion of the work in accordance with the above specifications for the sum of:

Renoir II 2 car garage	4300	\$16,400.00	(Sixteen Thousand Four Hundred Dollars)
Renoir II 2 car garage With porte cochere	5200	\$19,800.00	(Nineteen Thousand Eight Hundred Dollars)
Renoir II 3 car garage	4600	\$17,500.00	(Seventeen Thousand Five Hundred Dollars)

Renoir II 3 car garage
With porte cochere **\$20,500.00** (Twenty Thousand Five Hundred Dollars)

Payment Terms:

- 25% at dry in.
- 25% at tile underlayment installation.
- 25% upon roof tiles delivery.
- 25% upon completion.

Additional Terms and Conditions:

- a. The only work to be performed and warranty is as describe in this contract. This warranty is not transferable and is not subject to alterations, except by written agreement.
- b. LRC Roofing Inc. has the right to cancel any warrantees issued if work has been done or attempted to be done by other contractor.
- c. LRC Roofing Inc. does not cover against damage or leaks due to abuse, lightning, fire, hurricane, tornado, acts of God or any event beyond our control.
- d. This contract does not include the removal and reinstallation of any unit that may be attached to the roof in any way.
- e. In the event on which the Building Department requires alterations or additional work due to construction codes, the customer will be charged for time and materials only for the installation of said requirements.
- f. Any interruption demanded by owner or owner's agent will be billed according to time and materials used, and such costs shall be due and payable upon received of bill.
- g. Any unpaid balance will be void the warranty on this contract.
- h. In the event of payment not made as specified on contract, cost of collection including all attorneys' fees, court cost, and collection agency fees are to be paid by owner or owner's agent.
- i. All work is to be done as per Florida Building Code and Manufacturer's recommendations.

Acceptance of Proposal:

The above specifications, price and conditions are satisfactory and hereby accepted by:

Shores Development Inc.

Name: _____

Date: _____

Signature: _____



License & Insured
CCC1329226

18925 NW 63rd Court Cir.
Hialeah, Florida 33015
PH: (305) 623-0988
FX: (305) 623-0981
lrcroofinginc@gmail.com

Customer:

Shores Development Inc.
277 Galeon Court
Coral Gables, FL 33143
Ph: 786-377-3992 Fx: 786-601-7177
Attn: Robert Newcomb

Date: 05/19/2016

Job Address: Renoir 6 Bedroom Homes.

Proposal: 08-2016

Scope of Work and Specifications

Residential New Tile Roof

1. Clean deck to a workable condition.
2. Install base sheet felt #30 mechanically fastened with RS nail and tin caps.
3. Install galvanized metal drip edge 3"x3" 26 ga. fastened with RS nails.
4. Install L flashing and stucco stop properly seal with roofing membrane.
5. Install galvanized metal valley 26 ga.
6. Install tile underlayment self-adhered as per manufactures recommendations.
7. Install lead stacks around vent stacks and properly seal with roofing membrane.
8. Install Tile Metal Ridge Anchor mechanically fastened to deck.
9. Install Bird Stop Metal mechanically fastened.
10. Install Hacienda double roll concrete roof tile with Nail-On System.
11. Do not included Electrical, Plumbing, Paint or Carpentry Work.

3 YEAR WARRANTY ON WORKMANSHIP AND MATERIALS

We agreed to provide all necessary permits, labor, roof materials, equipment and insurance for the proper execution and completion of the work in accordance with the above specifications for the sum of:

Renoir 6 Bedroom **\$25,500.00** (Twenty Five Thousand Five Hundred Dollars)
Front Load

Renoir 6 Bedroom **\$28,500.00** (Twenty Eight Thousand Five Hundred Dollars)
Front Load with Porte Cochere

Renoir 6 Bedroom **\$26,200.00** **(Twenty Six Thousand Two Hundred Dollars)**
Side Load

Renoir 6 Bedroom **\$29,600.00** **(Twenty Nine Thousand Six Hundred Dollars)**
Side Load with Porte Cochere

Payment Terms:

- 25% at dry in.
- 25% at tile underlayment installation.
- 25% upon roof tiles delivery.
- 25% upon completion.

Additional Terms and Conditions:

- a. The only work to be performed and warranty is as describe in this contract. This warranty is not transferable and is not subject to alterations, except by written agreement.
- b. LRC Roofing Inc. has the right to cancel any warrantees issued if work has been done or attempted to be done by other contractor.
- c. LRC Roofing Inc. does not cover against damage or leaks due to abuse, lightning, fire, hurricane, tornado, acts of God or any event beyond our control.
- d. This contract does not include the removal and reinstallation of any unit that may be attached to the roof in any way.
- e. In the event on which the Building Department requires alterations or additional work due to construction codes, the customer will be charged for time and materials only for the installation of said requirements.
- f. Any interruption demanded by owner or owner's agent will be billed according to time and materials used, and such costs shall be due and payable upon received of bill.
- g. Any unpaid balance will be void the warranty on this contract.
- h. In the event of payment not made as specified on contract, cost of collection including all attorneys' fees, court cost, and collection agency fees are to be paid by owner or owner's agent.
- i. All work is to be done as per Florida Building Code and Manufacturer's recommendations.

Acceptance of Proposal:

The above specifications, price and conditions are satisfactory and hereby accepted by:

Shores Development Inc.

Name: _____

Date: _____

Signature: _____



License & Insured
CCC1329226

18925 NW 63rd Court Cir.
Hialeah, Florida 33015
PH: (305) 623-0988
FX: 1-(305) 623-0981
lrcroofinginc@gmail.com

Customer:

Shores Development Inc.
13080 SW 248th Street
Miami, FL 33132
Ph: 786-610-0650
Attn: Frank Castro

Date: 04/26/2017

Job Address: New Renoir Models

Change Order: 04-2017

Change Order

Pursuant to the agreement between Shores Development Inc. describe as General Contractor and LRC Roofing Inc. described as herein Roofing Contractor on the Proposal 016-2017 dated 03/28/2017.

The following change as made on the specifications and Scope of work to be performed:

Installation of Crown Flat Concrete Roof Tile Profile Winsor Slate color Tobacco (Brown) and color Thunderstorm (Grey) will be an additional charge of \$15 and \$25 per square respectively from contract price.

Installation of Entegra Double Roll Concrete Roof Tile Profile Estate S color Slate (Grey) will be an additional charge of \$15 per square from contract price.

The contract sum will be changed by this change order when tiles mentioned above will be in use.

Acceptance of Change Order:

The above specifications, price and conditions are satisfactory and hereby accepted by:

Shores Development Inc.

Name: FRANK CASTRO

Signature: [Signature]

Date: 4-26-17

LRC Roofing Inc.

Name: GERARDO RIVERA

Signature: [Signature]

Date: 4/27/17



License & Insured
CCC1329226

18925 NW 63rd Court Cir.
Hialeah, Florida 33015
PH: (305) 623-0988
FX: (305) 623-0981
lrcroofinginc@gmail.com

Customer:
Shores Development Inc.
13080 SW 248th ST
Miami, FL 33032
Ph: 786-610-0650
Email: shoresdev777@gmail.com

Date: 3/28/17
Job Address: New Renoir Models.
as per new plans provided.

Proposal: 016-2017

Scope of Work and Specifications

Residential New Tile Roof

1. Clean deck to a workable condition.
2. Install base sheet felt #30 mechanically fastened with RS nail and tin caps.
3. Install galvanized drip edge 3"x3" 26 ga. metal fastened with RS nails.
4. Install L flashing and stucco stop properly seal with roofing membrane.
5. Install galvanized metal valley 26 ga.
6. Install tile underlayment self-adhered as per manufactures recommendations.
7. Install lead stacks around vent stacks and properly seal with roofing membrane.
8. Install Crown Tuscany double roll concrete roof tile color Standards with Nail-On System.
9. Do not included Electrical, Plumbing, Paint or Carpentry Work.

3 YEAR WARRANTY ON WORKMANSHIP AND MATERIALS

We agreed to provide all necessary permits, labor, roof materials, equipment and insurance for the proper execution and completion of the work in accordance with the above specifications for the sum of:

Renoir II 3 car garage	\$20,500.00	(Twenty Thousand Five Hundred Dollars)
Renoir II 3 car garage With Porte Cochere	\$23,600.00	(Twenty Three Thousand Six Hundred Dollars)

Payment Terms:

- 25% at dry in.
- 25% at tile underlayment installation.
- 25% upon roof tiles delivery.
- 25% upon completion.

Additional Terms and Conditions:

- a. The only work to be performed and warranty is as describe in this contract. This warranty is not transferable and is not subject to alterations, except by written agreement.
- b. LRC Roofing Inc. has the right to cancel any warrantees issued if work has been done or attempted to be done by other contractor.
- c. LRC Roofing Inc. does not cover against damage or leaks due to abuse, lightning, fire, hurricane, tornado, acts of God or any event beyond our control.
- d. This contract does not include the removal and reinstallation of any unit that may be attached to the roof in any way.
- e. In the event on which the Building Department requires alterations or additional work due to construction codes, the customer will be charged for time and materials only for the installation of said requirements.
- f. Any interruption demanded by owner or owner's agent will be billed according to time and materials used, and such costs shall be due and payable upon received of bill.
- g. Any unpaid balance will be void the warranty on this contract.
- h. In the event of payment not made as specified on contract, cost of collection including all attorneys' fees, court cost, and collection agency fees are to be paid by owner or owner's agent.
- i. All work is to be done as per Florida Building Code and Manufacturer's recommendations.

Acceptance of Proposal:

The above specifications, price and conditions are satisfactory and hereby accepted by:

Shores Development Inc.

Name: _____

Date: _____

Signature: _____

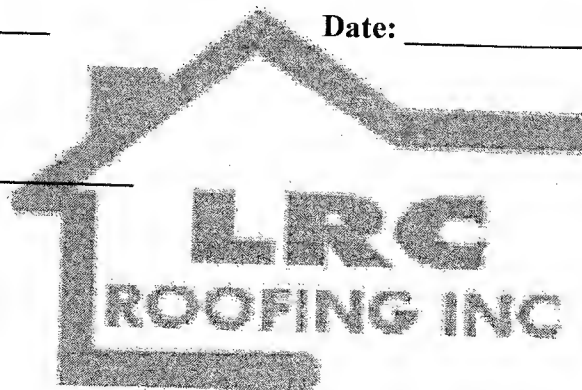


EXHIBIT B

Prepared by:
Daniel A. Pelz
DANIELS, RODRIGUEZ, BERKELEY
DANIELS & CRUZ, P.A.
4000 Ponce de Leon Boulevard, Ste. 800
Coral Gables, Florida 33146

CLAIM OF LIEN

WARNING! THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned notary public, personally appeared Graciela Reyes, who, being duly sworn, says that she is the authorized agent of lienor herein, LRC ROOFING, INC. whose address is 18925 NW 63rd Ct. Cir., Miami, Florida 33015; and that in accordance with a direct contract with SHORES DEVELOPMENT, INC., (whose officer/director/president is Wayne Rosen) it furnished construction services as Roofing Contractor in connection with the construction of a residential homes development project known as Redland Ranches, on the following described real property in Miami-Dade County, Florida:

**THE REDLANDS SEC 2 PB 99-85
LOT 3 BLK 10
LOT SIZE 33707 SQ FT
OR 13037-63 0986 2
COC 22069-4906 02 2004 2
Folio No.: 30-7906-005-0650**

**THE REDLANDS SEC 2 PB 99-85
LOT 2 BLK 9
LOT SIZE 41167 SQ FT
OR 16475-3388 0894 2 (25)
COC 22069-4904 02 2004 2
Folio No.: 30-7906-005-0450**

**THE REDLANDS SEC 2 PB 99-85
LOT 1 BLK 10
LOT SIZE 33183 SQ FT
OR 13037-63 0986 2
COC 22069-4906 02 2004 2
Folio No.: 30-7906-005-0630**

**THE REDLANDS SEC 2 PB 99-85
LOT 16 BLK 9
LOT SIZE 32305 SQ FT
OR 16475-3388 0894 2 (25)
COC 22069-4904 02 2004 2
Folio No.: 30-7906-005-0590**

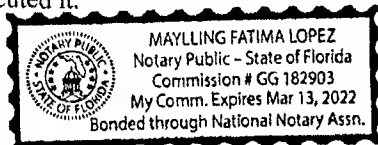
THE REDLANDS SEC 2 PB 99-85
 LOT 2 BLK 10
 LOT SIZE 39834 SQ FT
 OR 13037-63 0986 2
 COC 22069-4906 02 2004 2
 Folio No.: 30-7906-005-0640

owned by GREENLAND CONSTRUCTION CORPORATION (whose officer/director/president is Wayne Rosen) for which no Notice to Owner was provided nor required as the property owner and party contracted with are controlled by same officer/director/president (Wayne Rosen) as indicated above, with said services having a total value of \$631,360.00 and the remaining unpaid balance of \$35,200.00; and furnished the first of said services on May 22, 2013 and the last of said services on January 27, 2018.

LRC ROOFING, INC.

Cere 17
 By: Graciela Reyes, Authorized Agent

SWORN AND SUBSCRIBED before me this 21ST day of February __, 2018 by Graciela Reyes, that he has read the contents of this instrument, and he acknowledged under oath its contents and that he executed it.



Lopez
 NOTARY PUBLIC, STATE OF FLORIDA
 Print Name: Mayling Fatima Lopez

My Commission Expires:

☒ Personally known to me
☐ Produced identification _____

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